

**Exhibit C**

## Wells Fargo

## Floor Plan Note

Borrower's Name  
Del Norte Chevrolet-Olds, Co.

Date Face Amount:  
April 30, 2008 \$10,650,000.00

For value received, the Borrower (named above) promises to pay to the order of Wells Fargo Bank, National Association (the "Bank") at 711 West Broadway, Tempe, AZ 85282, or at any other place designated at any time by the holder of this Floor Plan Note (the "Note"), in lawful money of the United States of America, according to the payment provisions below, the principal sum of Ten Million Six Hundred Fifty Thousand and 00/100 DOLLARS (\$10,650,000.00), or so much thereof as may be advanced and be outstanding, together with interest on such unpaid principal (from the date of this Note until it is fully paid) at the rate of interest set forth in the "INTEREST" section below. The Borrower promises to pay such amounts in accordance with the "PAYMENTS" section below.

This Note is subject to a Credit Agreement and Security Agreement dated April 30, 2008, executed by and between the Borrower and the Bank, together with any amendments or modifications thereto and any successor credit agreement and/or security agreement between the Borrower and the Bank (collectively, the "Credit Agreement").

### INTEREST.

Interest on all loan advances (unpaid principal balances) used to finance a New Vehicle or Trailer (as defined in the Credit Agreement) shall be charged at an annual rate (calculated on the basis of the actual number of days elapsed in a 360-day year) equal to the "Prime Rate" of the Bank in effect from time to time, and it shall change as and when the "Prime Rate" changes.

Interest on all loan advances (unpaid principal balances) used to finance a Program Vehicle (as defined in the Credit Agreement) shall be charged at an annual rate (calculated on the basis of the actual number of days elapsed in a 360-day year) equal to the "Prime Rate" of the Bank in effect from time to time, and it shall change as and when the "Prime Rate" changes.

Interest on all loan advances (unpaid principal balances) used to finance a Demo Vehicle (as defined in the Credit Agreement) shall be charged at an annual rate (calculated on the basis of the actual number of days elapsed in a 360-day year) equal to the "Prime Rate" of the Bank in effect from time to time, and it shall change as and when the "Prime Rate" changes.

Interest on all loan advances (unpaid principal balances) used to finance a Rental Vehicle (as defined in the Credit Agreement) shall be charged at an annual rate (calculated on the basis of the actual number of days elapsed in a 360-day year) equal to the "Prime Rate" of the Bank in effect from time to time, and it shall change as and when the "Prime Rate" changes.

Interest on all loan advances (unpaid principal balances) used to finance a Used Vehicle (as defined in the Credit Agreement) shall be charged at an annual rate (calculated on the basis of the actual number of days elapsed in a 360-day year) equal to the "Prime Rate" of the Bank in effect from time to time, and it shall change as and when the "Prime Rate" changes.

The "Prime Rate" is a base rate that Bank from time to time establishes and which serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto.

**Default Rate.** From and after the maturity date of this Note, or earlier date as all principal owing hereunder becomes due and payable by acceleration or otherwise, the outstanding principal balance of this Note shall bear interest until paid in full at an increased rate per annum (computed on the basis of actual days elapsed in a 360-day year) equal to 3% above the rate of interest from time to time applicable to this Note.

## PAYMENTS.

**Interest Payments.** Accrued interest for each month shall be due and payable on or before the 5th day of the next month. The first payment of interest shall be due and payable on May 5, 2008, with payments of interest due and payable each succeeding month thereafter. In addition, at the time that all outstanding loan advances are due and payable in full as described in Subsection C of the Principal Payment provisions below, all interest also shall be due and payable in full.

**Regular Principal Payments.** Principal outstanding under this Note shall be due and payable as follows:

- A. **Sale, Lease, or Transfer of Vehicles.** The Borrower shall pay 100% of each advance, evidenced by this Note used to finance the purchase or carrying of a vehicle as inventory, on the earlier of (i) thirty (30) days from the date of the sale of such vehicle or (ii) within three (3) business days after the Borrower receives any payment (other than a reasonable and customary down payment) or proceeds from the sale, lease or other transfer of such vehicle.
- B. **Curtailment Payments.** The Borrower shall pay the curtailment payments at the time and in the manner set forth in Section 1 of the Credit Agreement.
- C. **Maturity Date Payment in Full.** The Borrower shall pay all outstanding loan advances (i.e. the entire outstanding principal balance) on the earlier of demand by the Bank or May 31, 2009 (the "Maturity Date").

The Borrower may borrow, prepay and reborrow under this Note until the Maturity Date within the limits of this Note and subject to the terms and conditions in the Credit Agreement and any other agreement between the Borrower and the Bank. Any required or optional principal payment on this Note shall be allocated toward a specific loan advance (and the corresponding motor vehicle or vehicles financed by it).

## DEFAULT/ACCELERATION.

**Declaration of Default and Acceleration.** The Borrower will be in default under this Note if: (i) the Borrower fails to pay (when due) any loan advance due under Subsection A of the Regular Principal Payments section above within the prescribed time period and such failure to pay is not immediately corrected after the Bank gives the Borrower written notice of such failure to pay, or (ii) the Borrower fails to pay (when due) any loan advance due under Subsection B of the Regular Principal Payments section above, or (iii) the Borrower fails to pay (when due) the entire principal balance due under Subsection C of the Regular Principal Payments section above; or (iv) the Borrower conveys, delivers, or otherwise transfers any vehicle financed by a loan advance under this Note to any person or entity without a binding written contract that contains reasonable and customary payment terms; or (v) any event of default occurs under the Credit Agreement. Subject to any applicable notice and cure period set forth in the Credit Agreement for certain events of default, upon any such event of default or at any time thereafter (unless such default is cured), the Bank may, at its option, declare all unpaid principal, accrued interest, fees and all other amounts payable under this Note to be immediately due and payable, without notice or demand to the Borrower. If this Note is payable on demand, nothing contained herein shall preclude or limit the Bank from demanding payment of this Note at any time and for any reason with notice of such demand.

**Automatic Default and Acceleration:** The Borrower also will be in default under this Note if, with or without Borrower's consent, a custodian, trustee or receiver is appointed for any property of Borrower, or if the Borrower is dissolved or liquidated, or if a petition is filed by the Borrower under the U.S. Bankruptcy Code (or is filed against the Borrower under the U.S. Bankruptcy Code and remains undismissed for 30 days). Upon such event of default or at any time thereafter (unless such default is cured), all unpaid principal, accrued interest and other amounts payable under this Note will automatically become due and payable without notice or demand and, the line of credit evidenced by this Note will automatically terminate.

**Remedies on Default:** If the indebtedness evidenced hereby is not paid at maturity, whether by acceleration or otherwise, or upon any other event of default, Bank shall have all of the rights and remedies provided by the Credit Agreement or otherwise as provided by law or in equity.

**OTHER PROVISIONS.**

**Waiver:** Each endorser hereof or any other party liable for the indebtedness evidenced hereby severally waives demand, presentment, notice of dishonor, notice of protest, protest, notice of intention to accelerate or notice of acceleration of this Note, and consents to any extension or postponement of time of its payment without limit as to the number or period thereof, to any substitution, exchange or release of all or any part of any collateral securing this Note, to the addition of any party hereto, and to the release or discharge of, or suspension of any rights and remedies against, any person who may be liable hereon for the payment of the indebtedness evidenced hereby.

**Amendment or Modification of Terms:** Any amendment or modification of this Note must be in writing and signed by the party against whom enforcement of such amendment or modification is sought.

**Miscellaneous:** Borrower agrees to pay all costs in connection with the borrowing represented by this Note or security given, including any taxes, stamp, insurance or otherwise, payable by reason of the execution and delivery of this Note, the Credit Agreement, and any Related Documents. In the event the Bank is required to collect this Note upon default, the Borrower will pay to the Bank such further amounts as shall be sufficient to cover the costs and expenses incurred in collecting this Note and liquidating any security or guaranties given in support hereof, including reasonable attorneys' fees and expenses required to take such actions in any arbitration forum or court, including any bankruptcy court.

DEL NORTE CHEVROLET-OLDS, CO.

By:

James Larry Allen, President